

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2015 - 213**

**RESOLUTION OF THE CITY COUNCIL APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND KENNEDY/JENKS CONSULTANTS FOR THE DESIGN OF A NEW SCADA SYSTEM AT THE NORTH BAY REGIONAL WATER TREATMENT PLANT**

**WHEREAS**, the North Bay Regional Water Treatment Plant is a water treatment facility jointly owned by the cities of Fairfield and Vacaville; and

**WHEREAS**, staff would like to hire an outside consultant to perform the design of a new Supervisory Control and Data Acquisition (SCADA) system, including both hardware and software; and

**WHEREAS**, staff is requesting professional engineering technical services from Kennedy/Jenks Consultants for assistance preparing the design documents.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield an Agreement between the City of Fairfield and Kennedy/Jenks Consultants for the design of a new SCADA System for the North Bay Regional Water Treatment Plant in an amount not to exceed \$529,000.

Section 2. The City Manager is hereby authorized to implement the above-mentioned agreement.

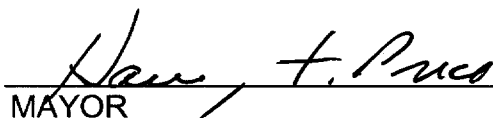
**PASSED AND ADOPTED** this 15<sup>th</sup> day of September 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Timm

ABSTAIN: COUNCILMEMBERS: NONE

  
MAYOR

ATTEST:

  
CITY CLERK  
pw

## CONSULTANT SERVICES AGREEMENT

### North Bay Regional Water Treatment Plant SCADA Design

THIS AGREEMENT is made at Fairfield, California, as of Sept. 19, 2015, by and between the City of Fairfield, a municipal corporation (the "CITY") and Kennedy/Jenks Consultants ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in the Scope of Services attached hereto as Exhibit A. CONSULTANT shall provide the services at the time, place, and in the manner specified in Exhibit A.

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for the services to the CITY in the manner specified in Exhibit B.

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between the general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit C shall control.

5) INSURANCE REQUIREMENTS. CONSULTANT shall comply with the insurance requirements set forth in Exhibit D.

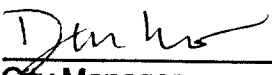
6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.


7) TERM. This Agreement shall be in effect until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

Kennedy/Jenks Consultants

By:   
City Manager CDW

By:   
Douglas B. Henderson

Its: Vice President

**EXHIBIT A**

**SCOPE OF SERVICES (with Schedule of Performance)**

## **Scope of Services**

The North Bay Regional Water Treatment Plant (NBRWTP) Supervisory Control and Data Acquisition (SCADA) Master Plan dated 29 June 2015 recommended a number of actions to improve the SCADA system at the Plant. The following tasks shall be completed as part of designing the recommended improvements.

### **Task 1 - Design Services**

#### **Task 1.1 – Communications Network Design.**

The existing network to the programmable logic controllers (PLCs) outside the Operations Building uses Data Highway Plus (DH+) and Remote Input/Output (I/O) over copper cables. This network will be replaced with a multi-fiber fiber optic cable network. The upgrade to a fiber optic network will be preceded by a network assessment and re-design to ensure the network meets the following objectives:

- Designing the network system to provide an acceptable level of network redundancy, such as the use of dual Ethernet switches with dual power supplies.
- Ensuring that the network equipment supports network management capabilities.
- Ensuring that the SCADA data network is sufficiently isolated from outside interference.

With assistance from the City's IT department, Kennedy/Jenks will conduct a one-day on-site workshop (Workshop #1) plus one-day field investigation for assessment of the network requirements, including:

- Documenting data communications needs for foreseeable purposes including:
  - SCADA operated at the NBRWTP itself from fixed and mobile workstations
  - SCADA operated from offsite locations
  - Network and server management
  - Provisions for remote support
  - Video surveillance
  - Premises access controls
  - Telephony [e.g., voice over IP (VOIP)]
  - Communications with other locations (e.g., Waterman WTP, Vacaville WTP, City Hall).
- Assessing existing networking hardware and hardware configuration (e.g., switches and firewalls)
- Assessing existing network security and cyber-security provisions, policies, procedures, and training
- Assessing two-factor authentication for offsite users
- Reliability and disaster recovery planning

The following deliverables will be prepared for design of the communication network infrastructure improvements:

1. Prepare drawings and specifications for the installation of a fiber optic backbone from the control room in the Operations Building to the PLC locations.
2. Prepare drawings and specifications for the upgrade or replacement of Ethernet switches and other security devices.

#### Task 1.2 – Develop SCADA Virtualization Design.

Installation of the new SCADA software will require new server-class computers or virtual machines, running Windows Server 2012 or newer. As part of the construction documents to be issued for the new SCADA system, specifications for these computers will be developed.

The following actions are required for this Task:

1. Work with the selected SCADA system vendor to determine minimum server requirements.
2. Develop SCADA server hardware and software specifications.
3. Develop virtual machine deployment requirements.
4. Develop a backup solution (tapeless is recommended).
5. Coordinate disaster recovery, server management, and network hardware management plans for consistency with those provided at other City facilities.

#### Task 1.3 – Develop PLC Standards.

In order to simplify operations, minimize maintenance costs, and provide a roadmap for future expansion of the Plant, standards that define how PLCs are to be designed and installed in the Plant will be developed. The PLC Standard will cover hardware, PLC programming, record documentation, wiring tag designations and control panel layouts.

The following four activities are required to develop the PLC Standards:

1. Hold a workshop (Workshop #2) with the NBRWTP staff to identify a preliminary design standard for PLCs that seeks input from the NBRWTP staff.
2. Provide a draft document that defines the standards to be used for the supply and programming of PLCs at the NBRWTP that includes hardware, software, panel layout, and wiring tag designations. NBRWTP has already determined that PLCs at the Plant will be from the Allen-Bradley ControlLogix line.
3. Hold a workshop (Workshop #3) to obtain review comments from the NBRWTP staff on the draft document.
4. Incorporate conclusions from the workshop and issue a final PLC Standards document.

#### Task 1.4 – Develop Asset Tag Standards.

With increased need to share data among SCADA and other Plant and business software such as WaterTrax, JobCal, and potentially other systems, a common standardized naming system for assets and process variables will be developed. The following four activities are required to develop an Asset Tag Standard

1. Hold a workshop (Workshop #4) with the NBRWTP staff to identify a preliminary design standard for Asset Tags that seeks input from the NBRWTP and IT staff.
2. Provide a draft document that defines the standards to be used for the definition of Asset Tags throughout the SCADA systems and that meshes as close as possible with databases in other systems.
3. Hold a workshop (Workshop #5) to obtain review comments from the NBRWTP and IT staff on the draft document.
4. Incorporate conclusions from the workshop and issue a final Asset Tag Standards document.

#### Task 1.5 – Develop Human-Machine Interface (HMI) Standards.

In order to simplify operations, facilitate training of new operators, and provide a standard approach to the development of new displays, standards that define how HMI screens are to be designed will be developed. The following four activities are required to develop the HMI Standards:

1. Hold a workshop (Workshop #6 held the same day as Workshop #2) with the NBRWTP staff to identify a preliminary design standard for the SCADA HMI that seeks input from the NBRWTP staff.
2. Provide a document that defines the standards to be used for the development of SCADA HMI software, including database definitions, and display development (navigation, colors, alarming, access policies).
3. Hold a workshop (Workshop #7 held the same day as Workshop #3) to obtain review comments from the NBRWTP staff on the draft document.
4. Incorporate conclusions from the workshop and issue a final HMI Standards document.

#### *Assumption:*

1. *City has selected Rockwell Factory Talk SCADA HMI software*

#### Task 1.6 – Develop Control Strategies.

Existing logic programming will need to be converted to the new programming language and to comply with the PLC Standards developed under Task 1.3. Furthermore,

additional monitoring and controls may need to be developed, as determined during detailed design.

It is recommended that control strategy narratives be developed for all PLCs which describe the existing and new logic required in the PLC. The following six activities are required for this Task:

1. Develop process and instrumentation diagrams (P&IDs) from existing plant drawings and documentation, based on As-Built drawings from the 1992 and 2011 projects.
2. Develop a control strategy document template that describes the strategy function, inputs, outputs, setpoints, alarming, and interlocks with other equipment and submit to the NBRWTP for review.
3. Incorporate the NBRWTP staff review comments to a final document template.
4. Develop draft narratives for control strategies in the PLCs, based on existing logic programming, and include additional monitoring and controls determined during design.
5. Hold a workshop (Workshop #8) with the NBRWTP staff to review the draft P&IDs and control strategies.
6. Incorporate the results of the workshop into the control strategies and P&IDs and issue a final set.

*Assumptions:*

1. *Existing P&IDs do not exist in AutoCAD format and cannot be used as the basis for re-design.*
2. *City has selected Rockwell Factory Talk SCADA HMI software*
3. *The City will provide an initial narrative for each process to facilitate the development of the Process Control Narratives.*

Task 1.7 – Server and Control Room Design.

The server-class computers may be of the tower or rack-mount style. It is recommended that they be located in a secure and environmentally protected location, preferably not in the control room. This will leave the control room available for just the operator workstations and screens.

The following three activities are required for this Task:

1. Work with the NBRWTP staff to determine the best location for the servers.
2. Develop drawings and specifications for server installation.
3. Develop a vision for how the control room will be organized.

Assumption:

1. *Current server room's cooling system is adequate for the more energy-efficient new servers and the SCADA Improvements construction contract will require Contractor to provide temporary additional cooling during new server startup and transition period while old servers also are running. No new permanent cooling system additions/changes will be required.*

Task 1.8 – PLC Panels Design.

Replacement of the aging PLC-5 PLCs in the Plant is an essential element of the SCADA upgrade process. The following three activities are required for PLC panel designs:

1. In a workshop (Workshop #9), work with the NBRWTP staff to determine which PLC cabinets should be replaced in their entirety, and which should have just the PLC replaced.
2. Re-design the Filter Control Panels
3. Using the PLC Standard developed in Task 1.3, develop drawings and specifications for the replacement of existing PLC-5 PLCs with new ControlLogix PLCs.

Assumptions:

1. *Some of the existing Control Panel drawings exist in AutoCAD format and can be used as a basis for re-design, but not all.*
2. *The current Kennedy/Jenks ControlLogix Template Design will be used.*

Task 1.9 – Use of Tablet PCs for Operations.

The NBRWTP operations staff currently use two tablet computers (one iPad and one Surface) to manually enter JobCal work orders and other data as they walk the Plant on their rounds. The NBRWTP staff wish to extend their capabilities in this area by more tightly integrating the tablets with the SCADA system.

The following two activities are required for this Task:

1. Develop hardware and software specifications for the use of tablet computers by operators to manually enter data and view SCADA displays.
2. Develop requirements to expand the existing Wi-Fi network to all locations within the Plant.

Task 1.10 – Develop Construction Documents.

The final step in the design phase is to prepare and submit Construction Documents for the SCADA system improvements. These documents will combine most of the drawings



and specifications developed in the preceding Tasks. The Construction Documents will allow the City to effectively issue bid documents, evaluate bid responses, and award a construction document for the fabrication, installation, programming, testing, commissioning, training, and warranty of a new SCADA system.

Kennedy/Jenks will prepare plans, specifications, and estimates of probable construction costs for the work included in the Final Design. Documents will be submitted for City review at 50%, 90%, and 100% levels of completion. It is anticipated that a review meeting will take place with NBRWTP after the 50% and 90% submittals. Final plans and specifications will be stamped and signed by a professional engineer registered in the State of California.

#### Task 1.10.1 Drawings

Drawings for the levels of project completion identified previously will be prepared using AutoCAD, version 2014. Drawings will be prepared using Kennedy/Jenks's standard title block. Drawing size will be 22"x34". Reduced-size drawings (11"x17") will be provided in the 50% and 90% submittals. Full-size drawings will be provided for the 100% and final submittal.

The anticipated drawings for the project are listed on the attached Proposed List of Drawings.

Deliverables for this task include plans at the 50%, 90%, 100%, and final level of completion.

#### Task 1.10.2 Specifications

Specifications for the levels of project completion identified previously will be prepared using Microsoft Word. The 50% submittal will include key technical specifications and front end documents. The 90% and 100% submittals will include complete specification packages.

It is assumed that the City will provide "front end" construction documents (Contract, General Requirements, and other Division 0 and Division 1 sections), which will be incorporated into a specification set prepared by Kennedy/Jenks. Technical specifications will be in CSI format (Divisions 0 through 17).

Deliverables for this task include specifications at the 50%, 90%, 100%, and final level of completion.

#### Task 1.10.3 Engineer's Estimate of Probable Construction Costs

An Engineer's Estimate of Probable Construction Costs will be prepared. Costs will be evaluated and prepared in accordance with Association for the Advancement of Cost Engineering standards.

Deliverables for this task include estimates of probable construction costs at the 50%, 90%, and 100% level of completion.

Assumptions:

1. *One set of Bid Documents will be issued for the two-phase project, such that the Fiber Optic project (Phase 1) can be bid separately from or together with the SCADA Improvements (Phase 2) project by different bidders or the same bidder.*

**Task 2 – Design Project Management Services**

Provide overall project management, which includes supervision of in-house staff and subconsultants, planning and monitoring budget and schedule, reviewing and submitting monthly invoices, and coordination with the NBRWTP project manager. Provide QC for all work, including detailed checking of work by in-house staff and subconsultants, and review of all deliverables prior to submittal to NBRWTP.

Task 2.1 – Project Management Plan Preparation A draft Project Management Plan (PMP) will be submitted within 15 days of receipt of Notice to Proceed. A final PMP incorporating NBRWTP comments will be submitted within 10 days of receipt of comments. The PMP will include the project scope, task assignments and deliverables, project organization chart, team roles and responsibilities, communications protocols, project schedule, budget, project procedures including documentation, filing system and standards, Quality Assurance/Quality Control (QA/QC) Plan, health and safety plan, and other items as needed.

Task 2.2 – Workshops and Submittal Review Meetings Documentation Prepare agendas, and draft and final minutes for workshops and project deliverable review meetings with NBRWTP staff.

Task 2.3 – Monthly Invoices and Status Reports Prepare monthly invoices and progress reports. Progress reports to include a description of the work accomplished during that period, upcoming work, and schedule status. Progress reports will be submitted with each monthly invoice.

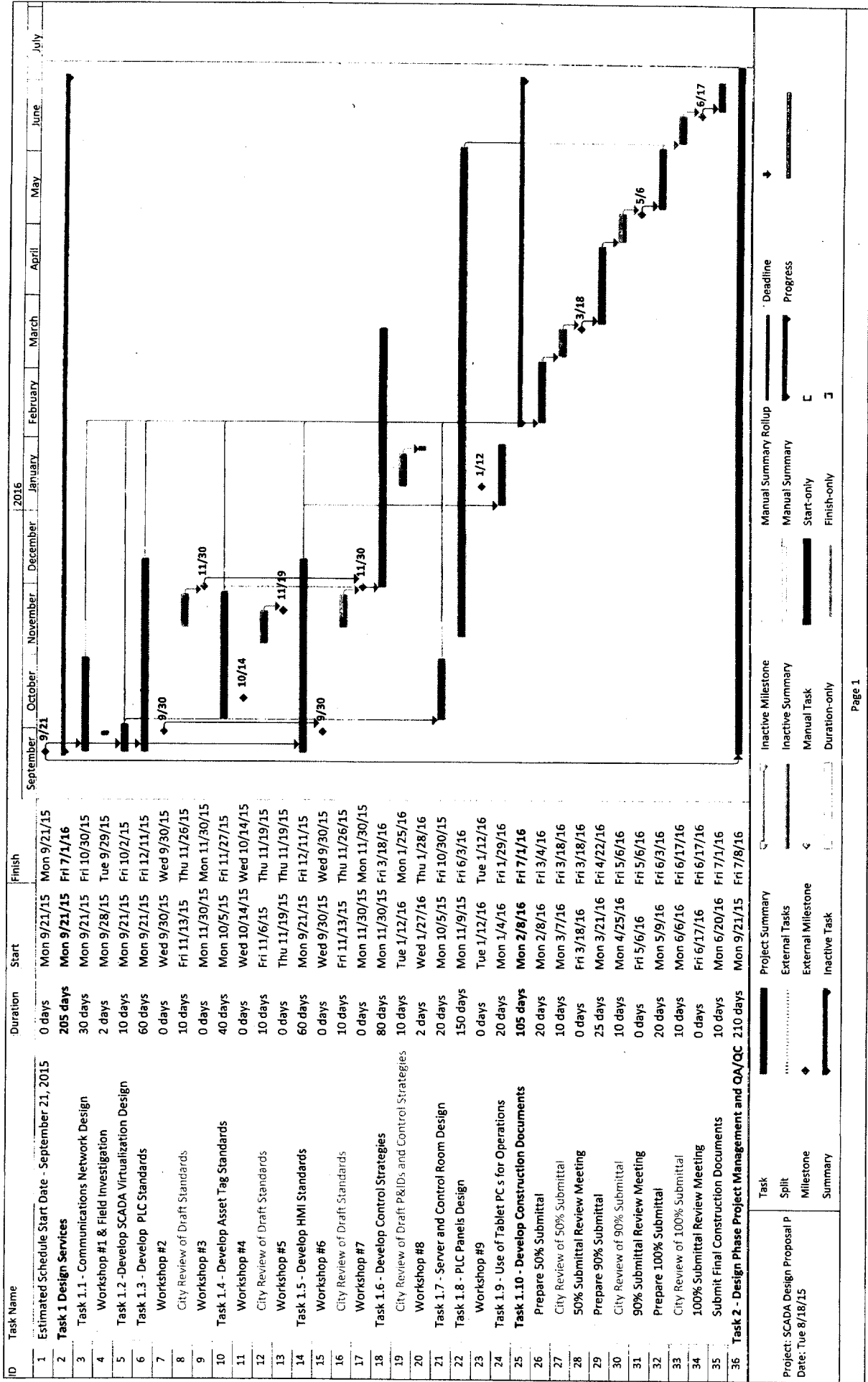
Task 2.4 – Project Coordination Coordinate work of design team, subconsultants, and other parties' input during execution of field investigations and design activities and the production of design documents.

Task 2.5 – QA/QC Reviews To maintain high quality control for designs, an in-house review system will be used for each project that helps reduce the risk of errors and omissions during design. Quality control reviews of Phase 1 deliverables will be performed according to the PMP by senior engineers not directly involved in the design work. The project manager will schedule the technical QA/QC review in advance as the deliverable is nearing completion. Also, a 1-hour Concept and Criteria Review meeting will be held internally between the project QA/QC leader and the core technical team before the various City SCADA standards definitions are completed.

Deliverables:

- draft and final PMP,

- draft and final meeting agenda and notes, and
- monthly invoices and project status reports.



## **EXHIBIT B**

### **PAYMENT**

1) The total contract price for services rendered by CONSULTANT under this Agreement shall be for a total not-to-exceed amount of \$529,000, at the hourly rates included in the Schedule of Charges dated 8/20/2015, attached hereto as Attachment No. 1.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Assistant Public Works Director/Utilities for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis.

**ATTACHMENT NO. 1**  
**SCHEDULE OF CHARGES**

**Client/Address:** City of Fairfield  
1000 Webster Street, Third floor  
Fairfield, CA 94533

**Contract/Proposal Date:** 8/20/2015

## Schedule of Charges

January 1, 2014

### Personnel Compensation

Classification	Hourly Rate
CAD-Technician .....	\$120
Designer-Senior Technician .....	\$150
Engineer-Scientist-Specialist 1 .....	\$130
Engineer-Scientist-Specialist 2 .....	\$140
Engineer-Scientist-Specialist 3 .....	\$155
Engineer-Scientist-Specialist 4 .....	\$170
Engineer-Scientist-Specialist 5 .....	\$185
Engineer-Scientist-Specialist 6 .....	\$205
Engineer-Scientist-Specialist 7 .....	\$230
Engineer-Scientist-Specialist 8 .....	\$240
Engineer-Scientist-Specialist 9 .....	\$260
Project Administrator .....	\$100
Administrative Assistant .....	\$85
Aide .....	\$70

In addition to the above Hourly Rates, a four percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

## **EXHIBIT C**

### **GENERAL PROVISIONS**

1) **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) **TIME.** CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Project Schedule included in Exhibit A.

4) **CONSULTANT NOT AN AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All work products that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to



the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees to the extent arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and

hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

**11) PROHIBITED INTERESTS.** No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

**12) LOCAL EMPLOYMENT POLICY.** The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

**13) CONSULTANT NOT A PUBLIC OFFICIAL.** CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

**14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS.** When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

#### 1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability Insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

#### 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per claim.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$ \_\_\_\_\_
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$ \_\_\_\_\_

### 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is

greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.